

Inventors: Jerry R. Grychowski, Martin P. Foley and Michael S. Dunn

Title of Appln.: Ventilator Circuit and Method for the Use Thereof

**POWER OF ATTORNEY BY ASSIGNEE  
AND CORRESPONDENCE ADDRESS INDICATION**

The specification of the above-identified patent application:

is attached hereto.  
 was filed on February 9, 2004 as U.S. application No. 10/774,751

Trudell Medical International and Sunnybrook and Women's College Health Science Centre, ("ASSIGNEE") certify that they are the assignees of the entire right, title and interest in the patent application identified above by virtue of either:

An assignment from the inventor(s) of the patent application identified above, a copy of which was recorded in the Patent and Trademark Office at Reel \_\_\_\_\_, frame \_\_\_\_\_, or copies thereof are attached; OR

A chain of title from the inventor(s) of the patent application identified above, to the current assignee as shown below:

1. From \_\_\_\_\_ to \_\_\_\_\_  
The document was recorded in the Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or a copy thereof is attached.
2. From \_\_\_\_\_ to \_\_\_\_\_  
The document was recorded in the Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or a copy of which is attached.

Additional documents in the chain of title are listed on a supplemental sheet.

ASSIGNEE hereby revokes all previously granted powers of attorney in the above identified patent application and appoints the Practitioners associated with the following Customer Number as its attorneys, with full power of substitution and revocation, to prosecute this application and any continuations, divisions, reissues, and reexaminations thereof, to receive the patent(s), to transact all business in the United States Patent and Trademark Office connected therewith, and to act on ASSIGNEE'S behalf before the competent International Authorities in connection with any and all international applications filed by ASSIGNEE:

**Customer No. 00757 - Brinks Hofer Gilson Lione**

Please recognize or change the correspondence address for this application to the address associated with the above-mentioned Customer Number. Please direct all telephonic and facsimile communications to:

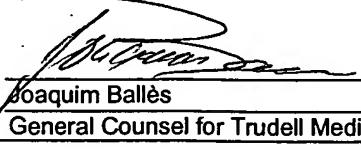
Andrew D. Stover (Reg. No. 38,629)  
Tel.: 312 321-4200; Fax: 312 321-4299

The undersigned hereby authorizes the Practitioners associated with the above Customer Number to accept and follow instructions from Joaquim Ballès as to any action to be taken in the Patent and Trademark Office regarding this application without direct communication between the Practitioners and the undersigned. In the event of a change in the persons from whom instructions may be taken, the Practitioners will be so notified by the undersigned.

The undersigned (whose title is supplied below) is empowered to act on behalf of ASSIGNEE.

I hereby declare that all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further, that these statements are made with the knowledge that willful false statements, and the like so made, are punishable by fine or imprisonment, or both, under 18 U.S.C. §1001, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Signature



Date:

Oct 6, 2005

Name:

Joaquim Ballès

Title:

General Counsel for Trudell Medical International

Signature



Date:

10/17/95

Name:

Leslie Boehm

Title:

Director Of Research Operations and Business

Development Sunnybrook and Women's College Health

Sciences Centre

**Michael Julius**

Vice President, Research

**ASSIGNMENT OF RIGHTS TO  
SUNNYBROOK & WOMEN'S COLLEGE HEALTH SCIENCES CENTRE  
BY THE INVENTOR**

In consideration of the sum of two dollars (\$2.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in accordance with the provisions of the intellectual property policy of Sunnybrook and Women's College Health Science Centre, Michael Dunn, his/her heirs, executors, administrators and assigns (collectively the "Assignor") hereby sell, assign and transfer to Sunnybrook and Women's College Health Sciences Centre, its successors and assigns (collectively the "Assignee") all right, title and interest which the Assignor now has or may hereafter have in an invention described as

**Ventilator Circuit and Method for the Use Thereof**

in Appendix A annexed hereto (the "Invention"), including, without limitation, the right to apply for patents in Canada, the United States of America and any other country, the right to receive any letters patent that may be issued from any such applications, the right to have any letters patent that have been granted transferred into the name of the Assignee, and the right to sell, license or assign the Invention or the rights thereto.

The Assignor hereby releases the Assignee from any and all manner of claims and demands which the Assignor may now have or may in future have in respect of the Invention or in connection with the patenting, sale or licensing thereof.

The Assignor agrees to execute any additional documents that the Assignee may consider necessary or desirable from time to time in order to obtain, maintain, vest in or assign title to the Invention or any patents, copyright, integrated circuit topography, industrial design or trade mark registrations for the Invention; or in order to apply for, prosecute, obtain or protect any such patents, copyright, integrated circuit topography, industrial design or trade mark registrations in any and all jurisdictions.

The parties agree that each has been advised to and given the opportunity to seek independent legal advice before signing this Agreement, and that neither has relied upon the other party for advice (whether legal or otherwise) with respect to this Agreement. This Agreement contains the entire understanding between the parties and supersedes any previous understandings or agreements, written or oral, concerning this matter.

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, together, shall constitute one and the same instrument. For the purposes of this Agreement, the signature of any party hereto evidenced by a telecopy showing such signature shall constitute conclusive proof for all purposes of the signature of such party to this Agreement.

This Agreement is made effective the 13 day of May, 2005.

**Inventor/Assignor**

MICHAEL DUNN  
[name -- print or type]

Michael Dunn  
Signature

**Witness to Inventor's Signature**

Margaret Schuster  
[name -- print or type]

M. Schuster  
Signature

For Sunnybrook and Women's College Health Sciences Centre

Michael Julius, VP Research

Michael Julius  
Signature

**ASSIGNMENT**

WHEREAS, Jerry R. Grychowski and Martin P. Foley, hereinafter called the "Assignors", have made the invention described in the United States patent application entitled Ventilator Circuit And Method For The Use Thereof, for a full description of which reference is here made to an application for Letters Patent of the United States filed on February 11, 2003, and assigned Application Serial No. 60/446,487; and an application for Letters Patent of the United States filed on February 9, 2004, and assigned Application Serial No. 10/774,751.

WHEREAS, Trudell Medical International, a registered name of an Ontario partnership comprised of Trudell Partnership Holdings Limited and Packard Medical Supply Centre Ltd., having a place of business at 725 Third Street, London, Ontario, Canada N5V 5G4, hereinafter called the "Assignee", desires to acquire the entire right, title and interest in and to the invention and the patent applications identified above, and all patents which may be obtained for said invention, as set forth below;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), and other valuable and legally sufficient consideration, the receipt of which by the Assignors from the Assignee is hereby acknowledged, the Assignors have sold, assigned and transferred, and by these presents do sell, assign and transfer to the Assignee, the entire right, title and interest for the United States in and to the invention and the patent application identified above, and any patents that may issue for said invention in the United States; together with the entire right, title and interest in and to said invention and all patent applications and patents therefor in all countries foreign to the United States, including the full right to claim for any such application all benefits and priority rights under any applicable convention; together with the entire right, title and interest in and to all applications claiming the benefit of, continuations, divisions, renewals and extensions of any of the patent applications and patents defined above; to have and to hold for the sole and exclusive use and benefit of the Assignee, its successors and assigns, to the full end of the term or terms for all such patents.

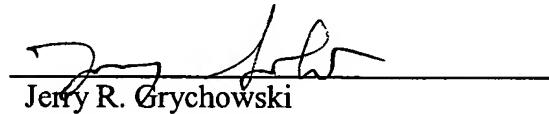
The Assignors hereby covenant and agree, for both the Assignors and the Assignors' legal representatives, that the Assignors will assist the Assignee in the prosecution of the patent applications identified above; in the making and prosecution of any other patent applications that the Assignee may elect to make covering the invention identified above; in vesting in the Assignee like exclusive title in and to all such other patent applications and patents; and in the prosecution of any interference which may arise involving said invention, or any such patent application or patent; and that the Assignors will execute and deliver to the

Assignee any and all additional papers which may be requested by the Assignee to carry out the terms of this Assignment.

The Commissioner of Patents and Trademarks is hereby authorized and requested to issue patents to the Assignee in accordance with the terms of this Assignment.

IN TESTIMONY WHEREOF, the Assignors have executed this agreement.

DATED: October 13, 2004

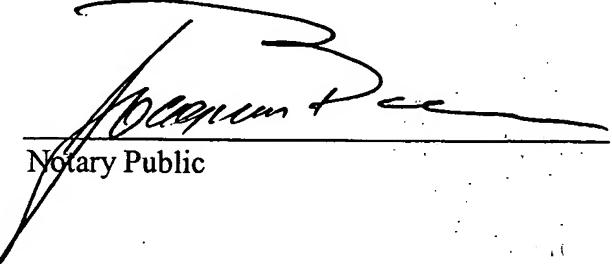
  
\_\_\_\_\_  
Jerry R. Grychowski

DATED: October 13, 2004

  
\_\_\_\_\_  
Martin P. Foley

I, Joaquim Balles, A Notary Public in and for the Province of Ontario, do hereby certify that Jerry R. Grychowski, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

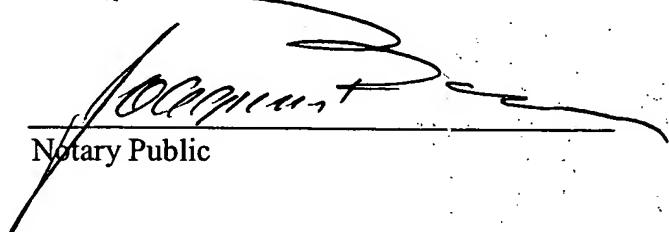
IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 13th day of October, 2004.



\_\_\_\_\_  
Joaquim Balles  
Notary Public

I, Joaquim Balles, A Notary Public in and for the Province of Ontario, do hereby certify that Martin P. Foley, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 13<sup>th</sup> day of October, 2004.

  
\_\_\_\_\_  
Notary Public